

AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

SPECIAL ITEM NUMBER 132-8 PURCHASE OF NEW EQUIPMENT

FSC CLASS 7010 - SYSTEM CONFIGURATION

End User Computers/Desktop Computers
Professional Workstations
Servers

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

Display
Network Equipment
Other Communications Equipment

FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT

Communications Equipment Cables

FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL

Coaxial Cables

FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE

Two-Way Radio Transmitters/Receivers/Antennas
Microwave Radio Equipment/Antennas and Waveguides
Satellite Communications Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT

Miscellaneous Communications Equipment

- Installation (FPDS Code N070) for Equipment Offered
- Deinstallation (FPDS N070)
- Reinstallation (FPDS N070)

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

SPECIAL ITEM NUMBER 132-12 - EQUIPMENT MAINTENANCE (FPDS Code J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)

- Maintenance

SPECIAL ITEM NUMBER 132-50 - TRAINING COURSES (FPDS Code U012)

SPECIAL ITEM NUMBER 132-52 - ELECTRONIC COMMERCE (EC) SERVICES

FPDS Code D304 Internet Access Services

FPDS Code D399 Other Data Transmission Services, Not Elsewhere Classified - Except "Voice" and Pager Services

OPTISTREAMS, INC.
1187 N WILLOW AVE, STE. 103 PMB 25
CLOVIS, CA 93611
(559) 440-6366
WWW.OPTISTREAMS.COM

Contract Number: GS-35F-0200R
Period Covered by Contract: 12/14/04 – 12/13/14

General Services Administration
Federal Acquisition Service

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsadvantage.gov>).

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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☒ The Geographic Scope of Contract will be domestic and overseas delivery.
- ☐ The Geographic Scope of Contract will be overseas delivery only.
- ☐ The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Optistreams, Inc.
1187 N Willow Ave, Ste. 103 PMB 25
Clovis, CA 93611

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency will agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:
(559) 440-1334

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 123450780

Block 30: Type of Contractor – B. Other Small Business

Block 31: Woman-Owned Small Business - **No**

Block 36: Contractor's Taxpayer Identification Number (TIN): 77-0530897

4a. CAGE Code: IV7P9

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-8	45Days ARO
132-12	45 Days ARO
132-50	As Negotiated
132-52	As Negotiated

Expedited Delivery

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-8	As Negotiated
132-12	As Negotiated
132-50	As Negotiated
132-52	As Negotiated

b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

a. Government Educational Institutions are offered the same discounts as all other Government customers.

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: NONE

10. Small Requirements: The minimum dollar value of orders to be issued is \$100.00.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-8 - Purchase of Equipment
Special Item Number 132-12 - Equipment Maintenance
Special Item Number 132-52 - Electronic Commerce (EC) Services

- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

None

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: **Not Applicable**

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order —

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE
COMMERCIAL INFORMATION TECHNOLOGY NEW EQUIPMENT
(SPECIAL ITEM NUMBER 132-8)**

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

Installation Specification Sheet

Standard Installation charges apply to those Customer locations which are located within 100 miles from the nearest OptiStreams authorized installer office. Should the OptiStreams authorized installer be required to travel more than 100 miles, the trip charges including mileage charges will be incremental to the standard charges unless otherwise agreed to in advance by OptiStreams and installer. At the time of accepting an installation order from OptiStreams, the OptiStreams authorized installer must confirm the prescribed deadline for successfully completing the applicable installation.

The following is a description of a Standard Commercial Installation. Such installations include all labor and materials provided by Installer.

Standard Commercial (Data Only).

Definitions:

“Standard Commercial Installation” includes those commercial locations within TWO (2) stories from the ground. Thus, installations that are above the second story are out-of-scope of this Agreement.*

*Additional charges will apply if the installation requires labor and materials outside the scope of the defined Standard Commercial Installation. Thus, Customer will be invoiced additional charges for labor and materials for out-of-scope installations. Out-of-scope installations must be approved as per this Agreement prior to commencement of such work.

Installation includes:

- Mounting the antenna to a standard non-penetrating flat roof mount. All antennas must be mounted a minimum of 5 ft. off the ground and out of the reasonable reach of small children.
- Two exterior cable runs or one dual cable run of up to 150 feet of standard RG6 coaxial cable with one point of entry through an exterior wall to an interior wall; and the installation of a wall jack.

- Connecting ground wire from ground block to NEC approved bonding point.
- Install and weather seal appropriate cable bushing.
- Conducting a cross-polarization (for Satellite Return) test of the Satellite Return system to verify receipt of satellite signal on the installer laptop.
- Demonstrating to customer that the system is working by surfing the web on the installer laptop.
- Cleaning up an unnecessary materials from install site.

Non-Standard Installation

- Installations with cable in excess of 150 feet from dish to the receiver and/or requiring additional drops, hardware, pole mounted, customer delays, are classified as non-standard installs or out-of scope of a standard commercial installation.
- If required, installation quotes can be done on a site-by-site basis through a Site Survey.
- Any previously unlisted scenarios.

Site Survey

A professional site survey can be performed at the request of the Customer and OptiStreams Installation Coordinator for those locations with estimated cable runs in excess of 150 feet.

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or SIN 132-9.

c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

OptiStreams – Provided Equipment Limited Warranty

Direcway – Provided Equipment. (a) At any time during the first three hundred and sixty-five (365) days, from date of system setup, should any Direcway-provided equipment including but not limited to the IRU, ITU, IGU, LNB, ODU, Mount, USB cable, 25 PIN interconnect cable, and any other antenna equipment be found to be defective, OptiStreams shall replace such equipment upon proper authorization for return for replacement. Subscriber shall be responsible for the safe shipment of any equipment being returned to OptiStreams, including all applicable shipping charges; return and replacement (b) Subscriber acknowledges that equipment and software is sold “as is” and “as available” and is not subject to a return for refund under this agreement (c) OptiStreams will not accept any unauthorized returns of equipment or software.

Warranty Limitations. All warranties on OptiStreams or DIRECWAY-provided equipment as set forth herein shall be voided if, following its installation at Subscriber’s site, the equipment becomes damaged as a result of abuse, vandalism, tampering, opening the ITU/IRU/IGU satellite modems or OptiStreams satellite router gateway or any equipment provided not designed for opening or tampering, loading non-OptiStreams’ software on the OptiStreams’ equipment, fire, explosion, earthquake, casualty or accident, flood, or by reason of terrorism, war, or acts of God.

AETHERON Series Equipment Warranty - At any time during the first three hundred and sixty-five (365) days, from date of system set-up, should any OptiStreams-provided equipment be found to be defective (including but not limited to the Aetheron Modem, the dish, the cable, or the BUC), OptiStreams shall replace such equipment upon proper advance authorization for return for replacement. During the first ninety (90) days, OptiStreams will pay for shipping to and from the site of all said equipment. To obtain advance authorization for return for replacement, the customer shall call in to OptiStreams Technical Support and escalate the issue as stated in the Technical Support and Escalation Procedure. OptiStreams does not warranty any item that has been damaged due to customer misuse or acts of nature (i.e. floods, fires, storms, power surges, or any other act of God).

a. At any time after the first ninety (90) days, up to a year from the date of system setup, should any OptiStreams-provided equipment be found to be defective (including but not limited to the Aetheron Modem, the dish, the cable, or the BUC), OptiStreams shall replace such equipment upon proper advance authorization for return for replacement. After the first ninety (90) days, the customer will be required to pay for shipping to and from the site of all said equipment. To obtain advance authorization for return for replacement, the customer shall call in to OptiStreams Technical Support and escalate the issue as stated in the Technical Support and Escalation Procedure. OptiStreams does not warranty any item that has been damaged due to customer misuse or acts of nature (i.e. floods, fires, storms, power surges, or any other act of God).

b. OptiStreams will warranty the installation of the satellite dish for up to ninety (90) days, after successful setup has been achieved. Authorization must be obtained from OptiStreams to issue another installer installation during the warranty period. To obtain advance authorization for a re-installation of the Satellite dish, the Customer shall call in to OptiStreams Technical Support and escalate the issue as stated in the Technical Support and Escalation Procedure. After ninety (90) days the customer will be required to pay for any re-installation of the satellite dish as authorized by OptiStreams Technical Support.

Customer shall be responsible for the safe shipment of any equipment being returned to OptiStreams, including all applicable charges; return and replacement.

Customer acknowledges that equipment and any applicable software is sold “as is” and “as available” and is not subject to a return for refund under this agreement.

OptiStreams will not accept any unauthorized returns of equipment or software.

Warranty Limitations

All warranties on OptiStreams provided equipment as set forth herein shall be voided if, following its installation at the Customer’s site, the equipment becomes damaged as a result of abuse, vandalism, viruses, tampering, opening of

product case(s) or any sealed part of the product or applicable equipment or accessory provided not designed for opening or tampering, loading non-OptiStreams software on any OptiStreams device, fire, explosion, earthquake, casualty or accident, flood, or by reason of terrorism, war, or acts of God.

BETI (Broadband Embedded Technology Interface) Warranty and Support Statement - At any time during the first ninety (90) days, from date of system set-up, should any OptiStreams provided equipment be found to be defective, OptiStreams shall replace such equipment upon proper advance authorization for return for replacement. Customer shall be responsible for the safe shipment of any equipment being returned to OptiStreams, including all applicable charges; return and replacement.

Customer acknowledges that equipment and any applicable software is sold "as is" and is not subject to a return for refund under this agreement.

OptiStreams will not accept any unauthorized returns of equipment and/or software.

Warranty Limitations

All warranties on OptiStreams provided equipment as set forth herein shall be voided if, following its installation at the Customer's site, the equipment becomes damaged as a result of abuse, vandalism, tampering, opening of product case(s) or any sealed part of the product and/or applicable equipment or accessory provided not designed for opening or tampering, fire, explosion, earthquake, casualty or accident, flood, or by reason of terrorism, war, or acts of nature or God.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 132-12)

1. SERVICE AREAS

a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 100 mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 8.d and 9.d of this Special Item Number 132-12.

b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

For Maintenance clients or extended warranties, equipment can be sent to OptiStreams, Inc
1187 N Willow Ave., Ste. 103 PMB 25; Clovis, CA 93611

2. MAINTENANCE ORDER

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. **Annual Funding.** When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

e. **Cross-year Funding Within Contract Period.** Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

4. SCOPE

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
 - (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

5. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

6. RESPONSIBILITIES OF THE CONTRACTOR

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

7. MAINTENANCE RATE PROVISIONS

- a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

b. REGULAR HOURS

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. AFTER HOURS

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. **TRAVEL AND TRANSPORTATION**

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be:

Billed at Government Rates

e. **QUANTITY DISCOUNTS**

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

None

8. INVOICES AND PAYMENTS

a. **Maintenance Service**

(1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. **Repair Service and Repair Parts/Spare Parts**

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND
SOFTWARE (SPECIAL ITEM NUMBER 132-50)**

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support or online support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

None

TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC-COMMERCE (EC) (SPECIAL IDENTIFICATION NUMBER 132-52)

1) SCOPE

- a) The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.
- b) The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2) PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a) Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract .
- b) The ordering activity must establish a maximum performance incentive price for the services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c) Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks. Incentives shall be based on objectively measurable tasks.

3) ORDER

- a) Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b) All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4) PERFORMANCE OF SERVICES

- a) The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b) The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c) The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d) Any Contractor travel required in the performance of EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5) STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days

after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- 1) Cancel the stop-work order; or
 - 2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- c) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- d) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- e) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

6) INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7) RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8) RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite EC Services.

9) INDEPENDENT CONTRACTOR

All EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10) ORGANIZATIONAL CONFLICTS OF INTEREST

- a) Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates,

may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

- b) To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11) INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for EC services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12) PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

- a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - 1) **The offeror;**
 - 2) **Subcontractors; and/or**
 - 3) **Divisions, subsidiaries, or affiliates of the offeror under a common control.**

13) INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

14) APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

15) DESCRIPTION OF ELECTRONIC COMMERCE (EC) SERVICES AND PRICING

OptiStreams, Inc. is offering broadband services. Please see pricing section.

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

OptiStreams, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact **Jean Toojian, Contract Administrator, (559) 440-1334 x270, Fax: (559) 440-1509, Email: jtoojian@optistreams.com.**

Pricing

SIN	Part #	Description	GSA Price
132-12	05-6000	Technical Networking Support - Fixed Site Standard (Mon-Fri 6AM to 5PM PST for 5 hours or 1)	\$ 343.61
132-12	05-6001	(After time of purchase) Technical Networking Support - Fixed Site Standard	\$ 354.14
132-12	05-6500	Technical Networking Support - Fixed Site Premium (24\7 for 10 hours or 1)	\$ 502.49
132-12	05-6100	Technical Support - GOSAT/AVL/Quick Deploy Premium (24\7 for 10 hours or 1)	\$ 602.99
132-50	05-6700	Provide on-site certification training for OptiStreams AETHERON Series satellite equipment. Training includes: up to two personnel; overview and background of satellite technology; basic networking concepts; theory of installation and ...	\$ 2,392.81
132-8	07-8100	Provide on-site installation for OptiStreams provided Aetheron/Accelon equipment. Travel and Living expenses are not included and are billed at government rates. Price is per day, for a minimum of one day.	\$ 1,435.69
132-8	07-8700	Provide on-site installation for OptiStreams provided equipment. Travel and Living expenses are not included and are billed at government rates. Price is per day, for a minimum of one day.	\$ 756.13
132-8	07-8701	Provide on-site reinstallation of equipment sold by OptiStreams. Travel and Living expenses are not included and are billed at government rates. Price is per day, for a minimum of one day.	\$ 756.13
132-8	07-8702	Provide on-site deinstallation of OptiStreams provided equipment. Travel and Living expenses are not included and are billed at government rates. Price is per day, for a minimum of one day.	\$ 756.13
132-8	07-8703	On-site survey to verify the proper interfaces, permit requirements, physical location of indoor and outdoor equipment, interfacility link (IFL) cable routing, antenna location, special mounting requirements, construction requirements, ...	\$ 662.15
132-8	07-8704	System engineering design services - to assist on the design of customer network, network planning, or network deployment. At OptiStreams site or customer site. Travel and living expenses are not included and are not included and are ...	\$ 153.14
132-8	AC-1001	Aetheron Advanced Pkg: Supports VOIP, VPN, DATA, CIR, QOS. Aetheron Series 3100 Satellite Modem, 4 Watt Radio Pkg includes: DRO LNB, BUC, & 250ft RG-6 Cable) 1.2 Meter Antenna .	\$ 2,882.30
132-8	AC-1002	Aetheron Advanced Pkg: Supports VOIP, VPN, DATA, CIR, QOS. Aetheron 5100 iDirect Series Satellite Modem, 4 Watt Radio Pkg (Package includes: DRO LNB, BUC Mount, & 100ft RG-6 Cable) 1.2 Meter Antenna	\$ 4,339.39
132-8	AC-1003	Aetheron Advanced Pkg, iDirect 5100. Supports VOIP, VPN, DATA, CIR, QOS. Aetheron Series Satellite Modem, 2 Watt Radio Pkg (Package includes: DRO LNB, BUC Mount, & 250ft RG-6 Cable) 1.2 Meter Antenna	\$ 4,020.40
132-8	AC-1004	Aetheron Advanced Pkg ,iDirect 5100: Supports VOIP, VPN, DATA, CIR, QOS. Aetheron Series Satellite Modem, 4 Watt Radio Pkg (Package includes: DRO LNB, BUC Mount, & 250ft RG-6 Cable) 1.8 Meter Antenna	\$ 5,163.23
132-8	AC-2000	Upgrade to 1.2 Meter Antenna	\$ 1,258.62
132-8	AC-2001	Upgrade to 1.8 Meter Antenna	\$ 1,866.39
132-8	AC-2002	Upgrade to 2.4 Meter Antenna	\$ 2,469.38
132-52	AC-4000	256/128 Kbps - Aetheron Express iDirect Metered Series Bandwidth Includes: Monthly throughput 1GB Download, 500MB upload; 5 Free Email Accounts, QOS, SLA, 24/7 Satellite Connection Support	\$ 123.45
132-52	AC-4005	256/128 Kbps - Aetheron Express iDirect Metered Series Bandwidth Includes: Monthy throughput 3GB Download, 1GB upload; 5 Free Email Accounts, QOS, SLA, 24/7 Satellite Connection Support	\$ 189.91
132-52	AC-4010	512/128 Kbps - Aetheron iDirect Express Metered Series Bandwidth Includes: 3GB Download, 2GB upload, 5 Free Email Accounts, QOS, SLA, 24/7 Satellite Connection Support	\$ 284.95
132-52	AC-4030	1024/128 Kbps - Aetheron iDirect Advanced Series Bandwidth Includes: 10 Free Email Accounts, 9GB mo. throughput, QOS, SLA, 24/7 Satellite Connection	\$ 1,009.77

Support

132-52	AC-4108	354/256 Kbps - Aetheron iDirect Advanced Series Bandwidth Includes: , 25 Free Email Accounts, 9GB monthly throughput, QOS, SLA, 24/7 Satellite Connection Support	\$ 703.49
132-52	AC-4110	512/256 Kbps - Aetheron iDirect Advanced Series Bandwidth Includes: 25 Free Email Accounts, 9GB monthly throughput, QOS, SLA, 24/7 Satellite Connection Support	\$ 808.77
132-52	AC-4120	768/256 Kbps - Aetheron Advanced iDirect Series Bandwidth Includes: 25 Free Email Accounts, 9GB monthly throughput, QOS, SLA, 24/7 Satellite Connection Support	\$ 909.27
132-52	AC-4130	1024/256 Kbps - Aetheron iDirect Advanced Series Bandwidth Includes: 25 Email Accounts, 9GB monthly throughput, QOS, SLA, 24/7 Satellite Connection Support	\$ 1,395.70
132-52	AC-4200	384/384 Kbps - Aetheron iDirect Advanced Series Bandwidth Includes: 30 Email Accounts, 9GB monthly throughput, QOS, SLA, 24/7 Satellite Connection Support	\$ 764.74
132-52	AC-4210	768/384 Kbps - Aetheron iDirect Advanced Series Bandwidth Includes: 30 Email Accounts, 9GB monthly throughput, QOS, SLA, 24/7 Satellite Connection Support	\$ 1,110.27
132-52	AC-4220	1024/384 Kbps - Aetheron iDirect Advanced Series Bandwidth Includes: 30 Email Accounts, 9GB monthly throughput, QOS, SLA, 24/7 Satellite Connection Support	\$ 1,589.50
132-52	AC-4230	2048/384 Kbps - Aetheron iDirect Advanced Series Bandwidth Includes: 50 Email Accounts, 9GB monthly throughput , QOS, SLA, 24/7 Satellite Connection Support	\$ 2,560.20
132-52	AC-4250	1024/512 Kbps - Aetheron iDirect Advanced Series Bandwidth Includes: 50 Email Accounts, 9GB monthly throughput, QOS, SLA, 24/7 Satellite Connection Support	\$ 1,707.82
132-52	AC-4260	2048/512 Kbps - Aetheron iDirect Advanced Series Bandwidth Includes: 50 Email Accounts, 9GB monthly throughput, QOS, SLA, 24/7 Satellite Connection Support	\$ 2,655.40
132-52	AC-4510	128/128 Kbps Aetheron iDirect Advanced Series Bandwidth Includes: 5 Email Accounts, 2GB monthly throughput, QOS, SLA, 24/7 Satellite Connection Support	\$ 188.74
132-52	AC-4511	128/128 Kbps - Aetheron iDirect Advanced Series Bandwidth Includes: 5 Email Accounts, 5GB monthly throughput, QOS, SLA, 24/7 Satellite Connection Support	\$ 366.16
132-52	AC-4512	256/256Kbps - Aetheron iDirect Advanced Series Bandwidth Includes: 5 Email Accounts, 9GB monthly throughput, QOS, SLA, 24/7 Satellite Connection Support	\$ 581.40
132-52	AC-4513	384/384 Kbps - Aetheron iDirect Advanced Series Bandwidth Includes: 5 Email Accounts, QOS, 9GB monthly throughput, SLA, 24/7 Satellite Connection Support	\$ 703.49
132-52	AC-4514	512/512 Kbps - Aetheron iDirect Advanced Series Bandwidth Includes: 10 Free 5 Email Accounts, 9GB monthly throughput, QOS, SLA, 24/7 Satellite Connection Support	\$ 1,228.53
132-52	AC-4515	1024/1024 Kbps - Aetheron iDirect Advanced Series Bandwidth Includes: 25 Email Accounts, 9GB monthly throughput, QOS, SLA, 24/7 Satellite Connection Support	\$ 2,416.74
132-52	AC-4611	1024/128 Kbps - Aetheron Express Metered Series Bandwidth Includes: Monthly throughput 1GB Download, 1 GB Upload; 5 Email Accounts, QOS, SLA, 24/7 Satellite Connection Support	\$ 152.95
132-52	AC-4612	1024/128 Kbps - Aetheron Express Metered Series Bandwidth Includes: Monthly throughput 2GB Download, 2 GB Upload (\$0.13/MB addtl); 5 Email Accounts, QOS, SLA, 24/7 Satellite Connection Support	\$ 287.43
132-52	AC-4613	1024/384 Kbps - Aetheron Express Metered Series Bandwidth Includes: Monthly throughput 3GB Download, 2GB Upload; 5 Email Accounts, QOS, SLA, 24/7 Satellite Connection Support	\$ 538.65
132-52	AC-4614	CONUS KU-Band Aetheron iDirect satellite space segment for 64 Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 64 Kbps. (Price is per month.)	\$ 1,272.98
132-52	AC-4615	CONUS KU-Band Aetheron iDirect satellite space segment for 8 Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 128 Kbps. (Price is per month.)	\$ 363.71
132-52	AC-4616	CONUS KU-Band Aetheron iDirect satellite space segment for 16 Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 128 Kbps. (Price is per month.)	\$ 521.63

132-52	AC-4617	CONUS KU-Band Aetheron iDirect satellite space segment for 32 Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 128 Kbps. (Price is per month.)	\$ 837.48
132-52	AC-4618	CONUS KU-Band Aetheron iDirect satellite space segment for 64 Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 128 Kbps. (Price is per month.)	\$ 1,478.76
132-52	AC-4619	CONUS KU-Band Aetheron iDirect satellite space segment for 8 Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 256 Kbps. (Price is per month.)	\$ 564.70
132-52	AC-4620	CONUS KU-Band Aetheron iDirect satellite space segment for 16 Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 256 Kbps. (Price is per month.)	\$ 722.63
132-52	AC-4621	CONUS KU-Band Aetheron iDirect satellite space segment for 32 Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 256 Kbps. (Price is per month.)	\$ 1,043.27
132-52	AC-4622	CONUS KU-Band Aetheron iDirect satellite space segment for 64 Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 256 Kbps. (Price is per month.)	\$ 1,679.75
132-52	AC-4623	CONUS KU-Band Aetheron iDirect satellite space segment for 8 Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 512 Kbps. (Price is per month.)	\$ 966.70
132-52	AC-4624	CONUS KU-Band Aetheron iDirect satellite space segment for 16 Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 512 Kbps. (Price is per month.)	\$ 1,124.62
132-52	AC-4625	CONUS KU-Band Aetheron iDirect satellite space segment for 32 Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 512 Kbps. (Price is per month.)	\$ 1,445.26
132-52	AC-4626	CONUS KU-Band Aetheron iDirect satellite space segment for 64 Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 512 Kbps. (Price is per month.)	\$ 2,081.75
132-52	AC-4627	CONUS KU-Band Aetheron iDirect satellite space segment for 8 Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 1028 Kbps. (Price is per month.)	\$ 1,770.68
132-52	AC-4628	CONUS KU-Band Aetheron iDirect satellite space segment for 16 Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 1028 Kbps. (Price is per month.)	\$ 1,933.39
132-52	AC-4629	CONUS KU-Band Aetheron iDirect satellite space segment for 32 Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 1028 Kbps. (Price is per month.)	\$ 2,249.24
132-52	AC-4630	CONUS KU-Band Aetheron iDirect satellite space segment for 64 Kbps Committed Information Rate (CIR) with burst capability to a Maximum Information Rate (MIR) of 1028 Kbps. (Price is per month.)	\$ 2,885.73
132-52	AC-4710	CONUS Ku-Band Aetheron iDirect 64 Kbps user group aggregate transmit bandwidth available to all customer user group ports in the network. (Price is per month.)	\$ 607.77
132-52	AC-4711	CONUS Ku-Band Aetheron iDirect 96 Kbps user group aggregate transmit bandwidth available to all customer user group ports in the network. (Price is per month.)	\$ 1,009.77
132-52	AC-4712	CONUS Ku-Band Aetheron iDirect 128 Kbps user group aggregate transmit bandwidth available to all customer user group ports in the network. (Price is per month.)	\$ 1,512.26
132-52	AC-4713	CONUS Ku-Band Aetheron iDirect 192 Kbps user group aggregate transmit bandwidth available to all customer user group ports in the network. (Price is per month.)	\$ 2,014.75

132-52	AC-4714	CONUS Ku-Band Aetheron iDirect 256 Kbps user group aggregate transmit bandwidth available to all customer user group ports in the network. (Price is per month.)	\$ 2,522.02
132-52	AC-4715	CONUS Ku-Band Aetheron iDirect 384 Kbps user group aggregate transmit bandwidth available to all customer user group ports in the network. (Price is per month.)	\$ 4,029.50
132-52	AC-4716	CONUS Ku-Band Aetheron iDirect 512 Kbps user group aggregate transmit bandwidth available to all customer user group ports in the network. (Price is per month.)	\$ 5,039.26
132-52	AC-4717	CONUS Ku-Band Aetheron iDirect 768 Kbps user group aggregate transmit bandwidth available to all customer user group ports in the network. (Price is per month.)	\$ 7,106.65
132-52	AC-4718	CONUS Ku-Band Aetheron iDirect 1024 Kbps user group aggregate transmit bandwidth available to all customer user group ports in the network. (Price is per month.)	\$ 10,581.02
132-52	AC-4719	CONUS Ku-Band Aetheron iDirect 1536 Kbps user group aggregate transmit bandwidth available to all customer user group ports in the network. (Price is per month.)	\$ 15,615.49
132-52	AC-4720	CONUS Ku-Band Aetheron iDirect 2048 Kbps user group aggregate transmit bandwidth available to all customer user group ports in the network. (Price is per month.)	\$ 19,142.50